



*American Embassy
Chanakyapuri
New Delhi-110021
Phone No. 91-11-24198728
Fax No. 91-11-24198278*

May 18, 2010

Dear Prospective Quoter:

Subject: Our Solicitation Number **S-IN650-10-Q-0048**

Enclosed is a Request for Quotations (RFQ) for providing communications Circuitry services to American Embassy, New Delhi and its Consulates (Mumbai, Chennai, Kolkatta, Bangalore & Hyderabad). If you would like to submit a quotation, **please refer to Section 3 and READ carefully – Solicitation Provisions on Page # 32 in order to understand how to submit a quotation and submit it to the address shown on the Standard Form 1449 that follows this letter. Quotations not complying with the requirements specified in Section 3 may be deemed as incomplete and may be excluded from further consideration. Also, except for the concerned sections, please do not submit the entire copy of this solicitation along with your quotation.**

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation offering the highest concession fee. We intend to award a contract order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

The Embassy intends to conduct a pre-proposal conference for the purpose of answering questions concerning this solicitation on May 25, 2010 **at 1400 hours sharp** at American Embassy, Gate 7, Nyaya Marg, Chanakyapuri, New Delhi 11002. A site visit will be conducted immediately after the pre-quotation conference. Interested parties must register the participants' names with the Contracting Officer Mr. Clifton E. Neal by May 24, 2010 by e-mail to nealce@state.gov or at telephone number 91-11-24198000, Extn – 4608. This information must be provided in advance in order to ensure access to the conference site and adequate seating for the conference attendees. Due to parking restrictions, participants are advised to arrive early, so that they can park their vehicles at Malcha Marg, N.D.M.C. Parking and walk down to the designated meeting location specified above. No substitutes or additional persons may attend the conference and site visit.

In order for a quotation to be considered, you must also complete and submit the following to the undersigned by the designated time and date:

1. Blocks 12, 17a, 30a, 30b and 30c of the covering SF-1449
2. The Price Schedules in Section 1
3. Section 5 on Representations and Certifications
4. All additional information requested for in Section L.1.

Quotations are due by **1500 hours on May 28 , 2010**. Quotations **must be physically delivered** to the undersigned at American Embassy, Gate-C, Chandragupta Marg, Chanakyapuri, New Delhi, India. Offerors **must not** mail, forward through courier or electronically transmit their quotations. Quotations received after the due time and date shall be dealt with in accordance with the procedures in FAR provision 52.212-1(f).

Direct any questions regarding this solicitation to the undersigned by fax to 91-11-24198278 during regular business hours.

Sincerely,

Clifton E. Neal
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						1. REQUISITION NUMBER		PAGE 1 OF 46			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER S-IN650-10-Q-0048		6. SOLICITATION ISSUE DATE May 18, 2010			
7. FOR SOLICITATION INFORMATION CALL ►		a. NAME CLIFTON E. NEAL, CONTRACTING OFFICER				b. TELEPHONE NUMBER(No collect calls) 24198728		8. OFFER DUE DATE/ LOCAL TIME May 28, 2010/ 3:00 P.M.			
9. ISSUED BY CODE				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:		11. DELIVERY FOR FOB		12. DISCOUNT TERMS			
AMERICAN EMBASSY – NEW DELHI, INDIA CHANAKYAPURI NEW DELHI 110021						DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE					
						<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)					
						13b. RATING					
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. DELIVER TO CODE				16. ADMINISTERED BY CODE							
M / IMO, AMERICAN EMBASSY, CHANKYAPURI NEW DELHI 110021, INDIA				CONTRACTING OFFICER, AMERICAN EMBASSY CHANAKYAPURI NEW DELHI 110021, INDIA							
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE							
				FINANCIAL MANAGEMENT CENTER AMERICAN EMBASSY – NEW DELHI, INDIA CHANKYAPURI NEW DELHI 110021							
TELEPHONE NO.											
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE		24. AMOUNT	
		COMMUNICATIONS CIRCUITRY SERVICES – SEE ATTACHED.								SEE ATTACHED	
		(Use Reverse and/or Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only) SEE ATTACHED			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.											
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29.AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)						
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)			31c. DATE SIGNED			

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER S-IN650-10-Q-0048 PRICES, BLOCK 23

I. Scope of Services

The contractor shall complete all work, including furnishing all labor, material, equipment, and services, unless otherwise specified herein, required under this contract for stated services within the time specified herein. The price listed below shall include all labor, materials, overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the contractor shall be paid a firm fixed-price for all services.

II. BASE PERIOD PRICES

1. The Contractor shall furnish all engineering, labor, tools, equipment, materials, supplies and services to provide the required circuit as specified under Section 1, hereof:

2. Prices. In consideration of satisfactory performance of the services required under this contract, the Contractor shall be paid a firm fixed-price (FFP) per month as stated in the schedule below in Indian Rupees. Carrier shall be responsible for payment end-to-end circuit billing.

2.1. The firm fixed-prices are in INR

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY/UM</u>	<u>UNIT PRICE</u>	<u>TOTAL FIRM FIXED PRICE</u>
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Prices for Annexure 1 (from CLIN 4 thru CLIN 9)

CLIN 4: (see Annexure 1)

001	Nonrecurring Installation Charge	1 Lt.	_____	_____
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002	Monthly Recurring Charge	12 Mos.	_____	_____
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Daily/Hourly Recurring Charge for pro-rata billing and credit purposes			_____	_____
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Subtotal Price in local currency (Sum of 001 + 002)

CLIN 5: (see Annexure 1)

001 Nonrecurring Installation Charge 1 Lt. _____

002 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

Subtotal Price in local currency (Sum of 001 + 002) _____

CLIN 6: (see Annexure 1)

001 Nonrecurring Installation Charge 1 Lt. _____

002 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

Subtotal Price in local currency (Sum of 001 + 002) _____

CLIN 7: (see Annexure 1)

001 Nonrecurring Installation Charge 1 Lt. _____

002 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

Subtotal Price in local currency (Sum of 001 + 002) _____

CLIN 8: (see Annexure 1)

001 Nonrecurring Installation Charge 1 Lt. _____

002 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

Subtotal Price in local currency (Sum of 001 + 002) _____

CLIN 9: (see Annexure 1)

001 Nonrecurring Installation Charge 1 Lt. _____

002 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

Subtotal Price in local currency (Sum of 001 + 002) _____

Total Price for Base Year (Sum of Items CLIN4, 5, 6,7,8,9) _____

II. FIRST OPTION YEAR PRICES

Prices for Annexure 1 (from CLIN 4 thru CLIN 9)

CLIN 4: (see Annexure 1)

001 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

CLIN 5: (see Annexure 1)

001 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

CLIN 6: (see Annexure 1)

001 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

CLIN 7: (see Annexure 1)

001 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

CLIN 8: (see Annexure 1)

001 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

CLIN 9: (see Annexure 1)

001 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

Total Price First Option (Sum of Items CLIN4, 5, 6,7,8,9) _____

II. SECOND OPTION YEAR PRICES

Prices for Annexure 1 (from CLIN 4 thru CLIN 9)

CLIN 4: (see Annexure 1)

001 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

CLIN 5: (see Annexure 1)

001 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

CLIN 6: (see Annexure 1)

001 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

CLIN 7: (see Annexure 1)

001 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

CLIN 8: (see Annexure 1)

001 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

CLIN 9: (see Annexure 1)

001 Monthly Recurring Charge 12 Mos. _____

Daily/Hourly Recurring Charge for pro-rata billing and credit purposes _____

Total Price First Option (Sum of Items CLIN4, 5, 6,7,8 &9) _____

Grand Total Contract Price, including all Option Years:

TOTAL FIRM-FIXED PRICE (total all CLINs): _____

The American Embassy, New Delhi is exempt from payment of Service Tax per Ministry of External Affairs Notification No. D-II/451 (2)/77/2006(i) dated June 1, 2007 and Ministry of Finance, CBEC Notification No.33/2007- Service Tax dated May 23, 2007. If requested, the Embassy will submit an undertaking, in original and bearing a running serial number and date, stating that the service rendered is for official use of the Mission along with a copy of this Certificate to the vendor/service provider for availing the exemption.

CONTINUATION TO SF-1449
RFQ NUMBER S-IN650-10-Q-0048
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Provide a total solution commercial services contract with a base year and two option years to consolidate the following services for the US Embassy in New Delhi.

CLIN 4:	6 MB ON+ VPN – New Delhi
CLIN 5:	4 MB ON+ VPN – Kolkata
CLIN 6:	3 MB ON+ VPN – Mumbai
CLIN 7:	3 MB ON+ VPN – Chennai
CLIN 8:	4 MB ON+ VPN – Hyderabad
CLIN 9:	2 MB RODILVPN – New Delhi

CLIN 4:

Here are the requirements for the 6 MB ON+ VPN connection.

1. 6 MB
2. Dedicated
3. 1:1
4. Synchronized
5. Unlimited data transfer
6. Fiber optic terrestrial connectivity.
7. Latency $\leq 200\text{ms}$
8. Link availability 99.9%
9. Packet loss of $\leq .5\%$
10. Two static Public IP addresses for VPN equipment, network mask, and default gateway IP address.
11. ISP interface connectors: RJ-45 with 10/100BaseT interface
12. ISP availability: "Always on"
13. ISP connection must NOT repeat NOT use Network Address Translation (NAT).
14. ISP must permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking.
15. ISP must permit installation of Customer VPN encryption devices on circuit.
16. ISP must permit ping and trace route traffic from 169.252.0.0/16 and 169.253.0.0/16 to the ISP connection (RJ45 10/100BaseT router interface which terminates Customer VPN encryption device).
17. Full redundancy connectivity to Internet
18. 24/7 technical support including customer access to real time performance monitoring tools and reports via the internet.
19. Account Manager response to questions within two working days

Location:

American Embassy

Shantipath

Chanakyapuri, New Delhi

CLIN 5:

Here are the requirements for the 4 MB ON+ VPN connection.

1. 4 MB
2. Dedicated
3. 1:1
4. Synchronized
5. Unlimited data transfer
6. Fiber optic terrestrial connectivity.
7. Latency $\leq 200\text{ms}$
8. Link availability 99.9%
9. Packet loss of $\leq .5\%$
10. Two static Public IP addresses for VPN equipment, network mask, and default gateway IP address.
11. ISP interface connectors: RJ-45 with 10/100BaseT interface
12. ISP availability: "Always on"
13. ISP connection must NOT repeat NOT use Network Address Translation (NAT).
14. ISP must permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking.
15. ISP must permit installation of Customer VPN encryption devices on circuit.
16. ISP must permit ping and trace route traffic from 169.252.0.0/16 and 169.253.0.0/16 to the ISP connection (RJ45 10/100BaseT router interface which terminates Customer VPN encryption device).
17. Full redundancy connectivity to Internet
18. 24/7 technical support including customer access to real time performance monitoring tools and reports via the internet.
19. Account Manager response to questions within two working days

Location:

**American Consulate
5/1, Ho Chi Minh Sarani
Kolkata 700071**

CLIN 6:

Here are the requirements for the 3 MB ON+ VPN connection.

1. 3 MB
2. Dedicated
3. 1:1
4. Synchronized
5. Fiber optic terrestrial connectivity.
6. Unlimited data transfer
7. Latency $\leq 200\text{ms}$
8. Link availability 99.9%
9. Packet loss of $\leq .5\%$
10. Two static Public IP addresses for VPN equipment, network mask, and default gateway IP address.
11. ISP interface connectors: RJ-45 with 10/100BaseT interface
12. ISP availability: "Always on"
13. ISP connection must NOT repeat NOT use Network Address Translation (NAT).
14. ISP must permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking.
15. ISP must permit installation of Customer VPN encryption devices on circuit.
16. ISP must permit ping and trace route traffic from 169.252.0.0/16 and 169.253.0.0/16 to the ISP connection (RJ45 10/100BaseT router interface which terminates Customer VPN encryption device).
17. Full redundancy connectivity to Internet
18. 24/7 technical support including customer access to real time performance monitoring tools and reports via the internet.
19. Account Manager response to questions within two working days

Location:

American Consulate

Lincoln House, 78 Bhulabhai Desai Road

Mumbai 400 026

CLIN 7:

Here are the requirements for the 3 MB ON+ VPN connection.

1. 3 MB
2. Dedicated
3. 1:1
4. Synchronized
5. Unlimited data transfer
6. Fiber optic terrestrial connectivity.
7. Latency $\leq 200\text{ms}$
8. Link availability 99.9%
9. Packet loss of $\leq .5\%$
10. Two static Public IP addresses for VPN equipment, network mask, and default gateway IP address.
11. ISP interface connectors: RJ-45 with 10/100BaseT interface
12. ISP availability: "Always on"
13. ISP connection must NOT repeat NOT use Network Address Translation (NAT).
14. ISP must permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking.
15. ISP must permit installation of Customer VPN encryption devices on circuit.
16. ISP must permit ping and trace route traffic from 169.252.0.0/16 and 169.253.0.0/16 to the ISP connection (RJ45 10/100BaseT router interface which terminates Customer VPN encryption device).
17. Full redundancy connectivity to Internet
18. 24/7 technical support including customer access to real time performance monitoring tools and reports via the internet.
19. Account Manager response to questions within two working days

Location:

**American Consulate
Gemini Circle
Chennai 600 006**

CLIN 8:

Here are the requirements for the 4 MB OpenNet VPN connection.

1. 4 MB
2. Dedicated
3. 1:1
4. Synchronized
5. Unlimited data transfer
6. Fiber optic terrestrial connectivity.
7. Latency $\leq 200\text{ms}$
8. Link availability 99.9%
9. Packet loss of $\leq .5\%$
10. Two static Public IP addresses for VPN equipment, network mask, and default gateway IP address.
11. ISP interface connectors: RJ-45 with 10/100BaseT interface
12. ISP availability: "Always on"
13. ISP connection must NOT repeat NOT use Network Address Translation (NAT).
14. ISP must permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking.
15. ISP must permit installation of Customer VPN encryption devices on circuit.
16. ISP must permit ping and trace route traffic from 169.252.0.0/16 and 169.253.0.0/16 to the ISP connection (RJ45 10/100BaseT router interface which terminates Customer VPN encryption device).
17. Full redundancy connectivity to Internet
18. 24/7 technical support including customer access to real time performance monitoring tools and reports via the internet.
19. Account Manager response to questions within two working days

Location:

American Consulate, Hyderabad

Paigah Palace

1-80323, Chiran Fort Lane

Begumpet, Secunderabad 500 003

CLIN 9:

Here are the requirements for the 2 MB RODIL connection.

1. 2 MB
2. Dedicated
3. 1:1
4. Synchronized
5. Unlimited data transfer
6. Fiber optic terrestrial connectivity.
7. Latency $\leq 200\text{ms}$
8. Link availability 99.9%
9. Packet loss of $\leq .5\%$
10. Two static Public IP addresses for VPN equipment, network mask, and default gateway IP address.
11. ISP interface connectors: RJ-45 with 10/100BaseT interface
12. ISP availability: "Always on"
13. ISP connection must NOT repeat NOT use Network Address Translation (NAT).
14. ISP must permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking.
15. ISP must permit installation of Customer VPN encryption devices on circuit.
16. ISP must permit ping and trace route traffic from 169.252.0.0/16 and 169.253.0.0/16 to the ISP connection (RJ45 10/100BaseT router interface which terminates Customer VPN encryption device).
17. Full redundancy connectivity to Internet
18. 24/7 technical support including customer access to real time performance monitoring tools and reports via the internet.
19. Account Manager response to questions within two working days

Location:

American Embassy

Shantipath

Chanakyapuri, New Delhi

CONTINUATION TO SF-1449
RFQ NUMBER S-IN650-10-Q-0048
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. Scope of Work

The purpose of this firm fixed price purchase order is to obtain communications circuitry for American Embassy New Delhi and its Consulates in Mumbai, Chennai, Kolkatta, Bangalore and Hyderabad.

A. General:

American Embassy has a requirement for one full period, full duplex, clear channel, digital circuit capable of supporting synchronous as per attached Annexure 1. The circuit shall be completely transparent to with no bits added to or deleted from the bit stream provided to the interface of the American Embassy equipment. The circuit shall be supplied for the transmission of a multiplexed aggregate bit stream for telegraphic and data signals.

B. General:

The Department of State has a requirement for one full period, full duplex, and digital circuit capable of supporting synchronous speeds between 1.00 Mbps and 10.00 Mbps, between the main demarcation point of the American Embassy and the main demarcation point outlined in the CLINs. The circuit shall be completely transparent with no bits added to or deleted from the bit stream provided to the interface of the Department of State equipment.

The Department of State reserves the right to increase or decrease this digital circuit bandwidth requirement from no less than 1.000 mbps up to 10.000 mbps within 30 days written notice to the contractor. The availability of this circuit shall not be less than 99.5 percent per month over the period of the contract.

C. This digital service shall be via whatever facilities are available to the contractor. NOTE: for Internet connections, satellite hops are not acceptable. The Internet connections must be Fiber Optic Submarine cable to the US. The service shall be for the exclusive use of the Department of State, 24-hours per day, 7 days per week, and 52 weeks per year. No on premise satellite ground station will be considered for this circuit.

D. The Contractor shall coordinate the service and shall be responsible for the technical sufficiency of the circuit, including services necessary to establish, operate, and restore the circuit. Except for modems and terminal equipment furnished by the Government, the Contractor shall provide all equipment, materials, and supplies required to provide the service which includes the Data Service Unit (DSU) configured with Data Communications Equipment (DCE) interface. Signal element timing shall be provided by the contractor's facility.

E. The Contractor shall provide sufficient technical support to ensure uninterrupted end-to-end service between such terminal points as are covered in this contract. The Contractor shall provide, properly adjust, and maintain the circuit for continuous Department of State use. The Contractor shall ensure that the circuit complies with service changes, additions, or deletions as required under this contract.

F. The circuit shall be completely transparent to the data, with no bits added to or deleted from the bit stream provided to the interface of the Department of State equipment. The circuit shall be supplied for the transmission of a multiplexed aggregate bit stream for telegraphic and data signals. All other characteristics will be in accordance with International Telegraph and Telephone Consultative Committee (CCITT) specifications.

G. The Contractor shall supply a Data Service Unit(s) (DSUs) configured with a Data Communications Equipment (DCE) interface. Signal element timing shall be provided as follows: For overseas applications, timing to the American Embassy will be provided by the contractors facility.

H. The contractor shall use the following for interface standards:

OVERSEAS: The mechanical interface required between the DSU/CSU and the Department of State furnished equipment located in the ISC Server room will be RJ 45 Ethernet 100MB interface.

I. Services. This is a firm fixed price contract for the lease of one full period, full duplex, clear channel, digital circuit capable of supporting synchronous. The circuit shall be completely transparent , with no bits added to or deleted from the bit stream provided to the interface of the Department of state equipment. The circuit shall be supplied for the transmission of a multiplexed aggregate bit stream for telegraphic and data signals.

J. Bit Error Rate Test (BERT). The bit error rate (BER) for the service shall not be greater than 1 in 10 to the 6 bits for 99.5% of the time, for all time. All other performance parameters for the service shall meet those prescribed under CCITT G.821.

K. Acceptable Level of Performance. The Standard of Performance (SP) for this contract is 99.5 percent availability per month (100 percent less 0.5 percent each month for corrective and preventive maintenance.)

L. Inspection and Acceptance. Unless specified in the Contract, the Government shall require a period not to exceed 24 hours in order to perform testing to determine acceptance of the required circuit under Section C. Lease circuit must meet service performance and availability as defined in CCITT recommendations for digital service. The U.S. destination point or the U.S. foreign post shall conduct the testing.

M. Term of Contract: The required circuit shall be installed and connected to the Destination Point and tested on or before 90 days after the contract award. Upon successful installation and acceptance by the Government of the required circuit under Section C the contractor shall start services and provide the contractual services for a twelve (12) month period.

N. The Contractor agrees that the work and services set forth in this contract shall be performed during the period commencing the effective date of this contract and shall continue through the end of the twelve month period of service (CLIN 004 and 009), excluding the exercise of any option.

O. Option years, if exercised, as reflected in, shall be for Twelve (12) months each, commencing at the expiration of the previous period of performance or a negotiated period.

P. An Invoice, suitable for payment, shall contain, but not limited to the following information:

- 1 Name of Contractor;
- 2 Date of Invoice;
- 3 Invoice Number (Consecutive numbers per contract or order marked "Original");
- 4 Contract number;
- 5 Contract Line Item Number (CLIN) of item or service provided;
- 6 Description of the item, or service actually provided;
- 7 Period of performance of service or date item is provided;
- 8 Block/Space reserved for COR acceptance signature and date;
- 9 Signature, Name and Phone number of Company representative authorized to sign invoices;
- 10 Remit to address
- 11 Name, phone number and Mailing address to whom any disputed invoices should be addressed;
- 12 Credits with explanation and period covered.

Failure to submit Invoices which do not identify this information shall be returned without payment to the Contractor for correction.

Q. The circuit described above is exempt, under Article 34 of the Vienna Convention on Diplomatic Relations, from the Special Access Surcharges or foreign taxes, including Value Added Taxes.

R. Authorized Instruction to Contractor

a. No person or agency other than the Contracting Officer (CO) is authorized to give instruction, orders or directions on behalf of the Government to the Contractor or his employees, unless such person or agency is authorized in writing by the CO to so act. The authority of such person or agency is strictly limited to the written authorization provided by the CO. The duty is upon the Contractor to determine the authority of such person or agency. Any questions regarding the authority of such person or agency should be directed to the CO in writing.

b. Contracting Officer's Representative (COR): The CO may designate and authorize a representative(s) (including a "specially authorized representative(s)" pursuant to the contract clause entitled "Notification of Changes") to act on his/her behalf under this contract. Such representative(s) as may be appointed shall be designated by a letter from the CO and a copy of the letter shall be given to the Contractor. The COR shall represent the CO as specified in his/her delegation of authority letter. The COR shall not be authorized to issue change orders or adjustments. Changes in the Scope of Work/Specifications or any increase or decrease in the work called for by this contract shall be made by the CO by an executed modification to this contract.

S. Government-Furnished Equipment (GFE).

GFE consists of the following items:

When required, the American Embassy will provide the fiber optic cross connect from the Embassy demarcation room to the ISC server room. The fiber optic cross connect will use SC fiber connectors. The Contractor's equipment must patch to FO SC connectors.

T. Release of Information

1. The Contractor's organization shall clear with the Information Office listed below any public release of information on this contract. This information includes news stories, articles, sales literature, advertisements, radio-TV spots, etc.

2. The request for public release of information should be addressed to COR/ISO.

3. Limited Use of Data and Information. Performance of this contract may require the contractor to access and use data and information proprietary to the Government agency or agency personnel, or which is of such a nature that its dissemination or use, other than in performance of this contract would be adverse to the interests of the Government or others. The Contractor and Contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer. The Contractor will not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no costs to the Government between the Contractor and the data owner provides for greater rights to the Contractor.

U. Circuit Downtime and Credits

Credits shall be assessed against the Contractor in those instances where the circuit during any given month or year that fail to achieve and sustain the minimum acceptance standards stated above.

1. Definitions:

Circuit Availability Acceptance Level: Yearly Circuit Availability Acceptance Level is computed by 365 calendar days times 24 (hours per day) times 99.5% acceptance level equals 8,716.20 hours annum. ($365 \times 24 = 8760 \times 99.5\% = 8,716.20$). Monthly Circuit Availability is computed by the calendar days per month times 24 (hours per day) times 99.5% acceptance level (example: $31 \times 24 = 744 \times 99.5\% = 740.28$)

Downtime: That period of time when the circuit becomes non-operational or unusable for communication or transfer of data or failures to meet the minimum acceptance standards. The maximum cumulative Annual downtime that shall be acceptable for corrective or preventative maintenance is 43.80 hours ($8760 \times .5\%$). The maximum cumulative Monthly downtime that shall be acceptable for corrective or preventative maintenance shall be .5% of the total available hours for the month (example: $31 \times 24 = 744 \times .5\% = 3.72$).

Period of Downtime: Downtime shall commence at the time first attempt for contact is made by the Government (or its representative) to the Contractor's Point of Contact and shall be annotated on the Remedy Ticket and shall continue until the circuit is returned into Service by the Government.

Downtime Credits: Monetary value returned to the Government for failure to meet the Circuit availability requirements. Downtime Credits shall be assessed based on cumulative downtime time with the minimum assessment being one hour. Downtime credit shall be equal to the hourly or daily rate (as applicable) as identified in the schedule in Section B. There are two (2) situations when circuit Downtime Credits can be accumulated:

- 1) Below Availability Level,
- 2) Extended Downtime.

2. Credit for Circuit Downtime by Situation

Below Availability Level: If the downtime accumulated for a circuit adds up to 43.80 ($8760 \times .5\%$) cumulative hours or more during any one contract year (365 calendar days) or depending on the number of hours for the month (example $744 \times .5\%$) cumulative hours per month (example: 31 calendar day month) the Contractor shall grant a hourly credit to the Government for each hour of downtime. Each additional one hour increment or portion thereof will be assessed as an additional hour.

Extended Downtime Credit(s): Cumulative time of more than 18 hours but not greater than 24 hours for any one outage shall be assessed at a daily rate. Any increment of 24 hours beyond the initial 24 hours of any one outage shall be assessed at the standards for the hourly rate up to 12 hours, however between 12 and 24 hours the credit shall be assessed at the daily rate.

3. Exceptions to Cumulating of Downtime

Cumulating of circuit downtime shall include all unscheduled downtime deemed to be the responsibility of the Contractor, with the following exceptions:

a. When the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor or Sub-contractor as defined in the Termination for Default clause in Section I of this contract.

b. Malfunction of equipment, frequency fading and interference, errors of commission and/or omission by the Contractor or Sub-contractor, and commercial power surges or failures are considered to be normal hazards of the industry and therefore do not qualify as causes beyond the control of the Contractor or Sub-contractor. The Contractor shall be charged with credits for all reported outages determined “no trouble found” or “came clear while testing” but which exceed four (4) hours.

The Contracting Officer shall make final determination as to whether downtime is the responsibility of the Contractor. If requested by the Contracting Officer, the Contractor shall provide documentation to support claims of excusable downtime. For downtime determined to be the Contractor’s responsibility, the Contracting Officer may elect to assess a credit for each instance of non-performance.

4. Payment Reduction for Downtime Credits

When Circuit Downtime credit(s) is due to the Government, the total number of creditable hours shall be accumulated for the month and will be deducted from the payment due the Contractor in the month they accrued.

5. Trouble Escalation Procedure

a. The Government shall refer the problem to the carrier after performing tests as prescribed in the Trouble Analysis procedure. Obtain the name of the carrier test person and a carrier ticket number, record this information on the Government’s Remedy Ticket.

b. After the trouble has been referred to the carrier for two (2) hours, recall the carrier for an update on the current trouble. Record the carrier’s response, the name of the individual you talked with, and the carrier ticket number on the Remedy Ticket.

c. After the trouble has been referred to the carrier for four (4) hours, recall the carrier for an update on the current trouble. If the carrier’s response is not satisfactory escalate the trouble to the carrier’s management. Record the carrier’s response, the name of the individual you talked with, and the carrier ticket number on the Remedy Ticket.

d. After the trouble has been referred to the carrier for six (6) hours, escalate the trouble to the carrier’s manager. Record the carrier’s response, the name of the individual you talked with, the carrier ticket number.

e. Continue to status the carrier for the remainder of the outage or until you have received a solid signal from the carrier's distant end location.

V. Year 2000 Warranty -- Commercial Supply Items:

The contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twentyfirst centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

W. Year 2000 Warranty--Non-Commercial Supply Items.

The contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted item (e.g. hardware, software, firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provisions(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the contractor in writing within ninety(90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-4

None

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2)-(17) Reserved

X (18) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

___ (19) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (20) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

___ (22) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

___ (24) – (30) Reserved

X (31) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (32) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (33) – (36) Reserved

___ (37) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X (38) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (39) – (40) Reserved

___ (41) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) Reserved

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals,

litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reserved

(End of Clause)

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current Far clauses.

The following Federal Acquisition Regulation clauses are incorporated by reference:
Clause Title and Date

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.232-34	Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (MAY 1999)
52.245-2	Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement (JUNE 2007)

The following FAR clauses are included in full text:

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond November 30, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond November 30, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email. Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and **two (2)** copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is **[ISO American Embassy New Delhi]**.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance,

suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Complete technical proposal on how the offeror plans to provide service and how they will meet the goals and objectives of the contract;
- (2) A company brochure
- (3) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (4) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (5) List of clients, demonstrating prior experience with relevant references and past performance information that the successful vendor will demonstrate through its documented track record an ability to manage activities and development in accordance with a plan and to assure the quality of the result. The record will demonstrate an ability to work on the basis of a contract, the ability to manage material, financial, and human resources, the ability to meet cost and schedule targets, and the ability to manage and meet customer expectations. The record will also demonstrate familiarity with tools, technologies, techniques, and products likely to be employed in this project.
- (6) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (7) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- (8) Audited financial statements for the past three years;
- (9) A copy of the Certificate of Insurance required OR a written statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.237-1	Site Visit (APR 1984)

The site visit and pre-proposal conference will be held on May 25, 2010 at 1400 hours (local time) at American Embassy, Nyaya Marg (Gate # 7), Chanakyapuri, New Delhi 110021 (location). Prospective offerors/quoters should contact Mr. Clifton E. Neal at nealce@state.gov or at fax number 91-11-24198278, **no later than May 24, 2010** for additional information or to arrange entry to the building.

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to:

U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Ms. Geraldine H. O'Brien at telephone number 91-11-24198500 and fax number 91-11-24198433. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

Additional Instructions:

- A. This solicitation requires the submission of pricing in local currency.
- B. Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, under Article 34 of the Vienna Convention on Diplomatic Relations, from the Special Access Surcharges or foreign taxes, including Value Added Taxes.
- C. Unless otherwise provided in this solicitation, the definitions for all telecommunications terms used herein are contained in Federal Standard 1037A (FED-STD-1037A), Glossary of Telecommunication Terms, dated June 26, 1986.
- D. The price offered shall include costs and profit as proposed by the offeror for performing all the requirements of the completed contract as set forth in this solicitation. The costs and profit should take into consideration magnitude and realism (from both a technical and cost perspective).
- E. If any services are to be offered at no cost to the Department of State, the offeror shall so

indicate by entering either "No Charge" or "N/C" in the space provided in the pricing Section for that item. Failure to enter either a price or one of the no charge notations, i.e., leaving the space blank, may render the bid non-responsive, additionally entering "Not Separately Priced" or "NSP" is not acceptable.

F. Each CLIN shall be separately priced and detailed cost information for each shall be provided as a summary level of all CLINs. Failure to enter either a price or one of the no charge notations, i.e., leaving the space blank, may render the quotation unacceptable, additionally entering "Not Separately Priced" or "NSP" is not acceptable.

G. Acceptance of Proposals. The Government reserves the right to reject, as unacceptable, quotations deleting or altering technical requirements which are considered by the Government to be beyond the state of the art or impossible of attainment.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3**. The Government shall conduct reference checks and may conduct site visits to determine technical acceptability.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Contracting Authority may reject the lowest cost proposal, if the proposal is deficient in other areas of evaluation. The Contracting Authority may also reject all proposals.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):
RESERVED**

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (August 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c)."

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”— Reserved

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database

information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs_____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) – (d) Reserved

- (e) Certification Regarding Payments to Influence Federal Transactions ([31 U.S.C. 1352](#)). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) – (g) Reserved

- (h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). ***[Note to Contracting Officer: The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]***

(1) Listed end products.

- (2) Certification. ***[If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]***

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States

- (k) Reserved

- (l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(C\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

(End of Clause)

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**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

[ONLY INCLUDE PROVISION BELOW IF ACQUISITION ESTIMATED TO EXCEED \$100,000]

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

- (a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals		Local nationals: _____

where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Third Country Nationals: _____
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(b) The contracting officer has determined that for performance in the country of *[Note to contracting officer: insert country of performance and check the appropriate block below]*

- ☐ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)